

Recorded: 7/14/2026 at 2:12:51.0 PM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 1957

Prepared by & Return to: Carolyn Davis, Locher & Davis, PLC, 225 1st Ave. East, Dyersville, Iowa 52040
Phone: 563-875-9112

EASEMENT AGREEMENT

WHEREAS, Justin Weber and Michelle Weber, husband and wife, own real estate legally described as Parcel 2026-41 In The South 370 Feet Of The East 590 Feet Of The Northeast Quarter Of The Northeast Quarter Of Section 18, Township 89 North, Range 3 West Of The 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2026, Page 1178;

WHEREAS, Jack M. Friedman, a married person, owns real estate legally described as Parcel 2026-40 In The South 370 Feet Of The East 590 Feet Of The Northeast Quarter Of The Northeast Quarter Of Section 18, Township 89 North, Range 3 West Of The 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2026, Page 1178;

WHEREAS, the owners of Parcel 2026-41 and Parcel 2026-40 are desirous of entering into a mutual easement for ingress and egress over the Access and Utility Easement as shown in the Plat of Survey, filed May 11, 2026 in Book 2026, Page 1178 in the Delaware County Recorder's Records, attached hereto as Exhibit A, for the benefit of Parcel 2026-41 and Parcel 2026-40;

NOW AND THEREFORE, for the consideration of mutual covenants made below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Justin Weber and Michelle Weber, owner of Parcel 2026-41, and Jack M. Friedman, owner of the owner of Parcel 2026-40, agree as follows:

1. Easement. Justin Weber and Michelle Weber hereby grant to the owner of Parcel 2026-40 and Jack M. Friedman hereby grants to the owner of Parcel 2026-41 a permanent mutual access and utility easement for ingress and egress for vehicular and pedestrian traffic over and across the Access and Utility Easement as shown in the Plat of Survey, filed May 11, 2026 in Book 2026, Page 1178 in the Delaware County Recorder's Records, attached hereto as Exhibit A ("Easement Area").
2. Shared Use. The owner of Parcel 2026-41 and Parcel 2026-40, respectively, shall have the right to use the Easement Area for the purposes set forth herein. Neither party shall make use of the Easement which will materially interfere with the use of said Easement by the other, and any other parties with access rights over the Easement.

3. Barriers. Except as may be reasonably necessary on a temporary basis, no walls, fences, gates, barriers, or other improvements of any sort or kind shall be constructed or maintained in or on the Easement Area, or any part thereof, which shall prevent or impair the use or exercise of the Easement provided in this Agreement, or the free access and movement, including without limitation, pedestrian and vehicular traffic, over the Easement Area.

4. Maintenance. The owners of Parcel 2026-41 and Parcel 2026-40 covenant and agree that the cost, unless another agreement is made, of any maintenance, upkeep, or repairs related to ordinary wear and tear or sudden damage to the Easement Area shall be borne 50% by the owner of Parcel 2026-41 and 50% by the owner of Parcel 2026-40.

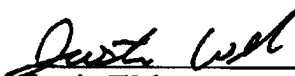
Damage to Easement Area. The cost of maintenance and repairs to the Easement Area resulting from damage other than ordinary wear and tear, including negligence or intentional actions, by a party (hereinafter referred to as "Damaging Party") or any guests or invitees of the Damaging Party, shall be the sole responsibility of the Damaging Party.

Snow Removal. Snow removal shall be the responsibility of the property owner desiring to remove the snow from the Easement Area.

5. Relocation. The owner of Parcel 2026-41 and Parcel 2026-40 must mutually agree to relocate the Easement Area. In the event of relocation, notice shall be given to the owners of the request to relocate and the proposed relocation of the Easement Area.

6. Covenants Running with the Land. This Easement shall be a permanent easement running with the land. This Agreement shall be binding and inure to the benefit and obligation of the successors, heirs, and assigns of the owner of Parcel 2026-41 and Parcel 2026-40.

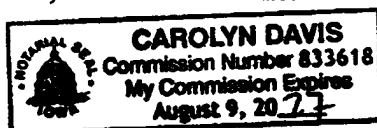
Agreed to this 14th day of July, 2026.


Justin Weber

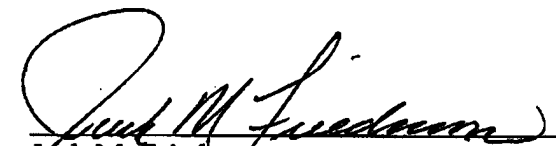

Michelle Weber

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on July 14th, 2026, by Justin Weber and Michelle Weber, husband and wife.

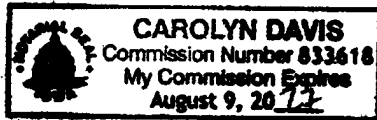



Signature of Notary Public


Jack M. Friedman

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on July 14th, 2026, by Jack M. Friedman.




Signature of Notary Public

RECORDER'S INDEX

LOCATION: PARCEL 2026-40 AND PARCEL 2026-41 IN THE SOUTH 370 FEET OF THE EAST 590 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 89 NORTH, RANGE 3 WEST OF THE 5th P.M., DELAWARE COUNTY, IOWA

REQUESTOR: JACK FRIEDMAN
 PROPRIETOR: JUSTIN AND NICHELLE WEBER

SURVEYOR: DAVID P. SCHNEIDER
 SURVEYOR COMPANY: SCHNEIDER LAND SURVEYING AND PLANNING, INC.

RETURN TO: DAVID P. SCHNEIDER
 P.O. BOX 128 FARLEY, IOWA
 PH: 563-744-3631 daves@yousq.net



Book 2026 Page 1178
 Document 2026 1178 Type 06 002 Pages 1
 Date 6/11/2026 Time 11:12:37AM
 Res Amt \$7.00

Danesh Schindler, RECORDER/REGISTRAR
 DELAWARE COUNTY IOWA

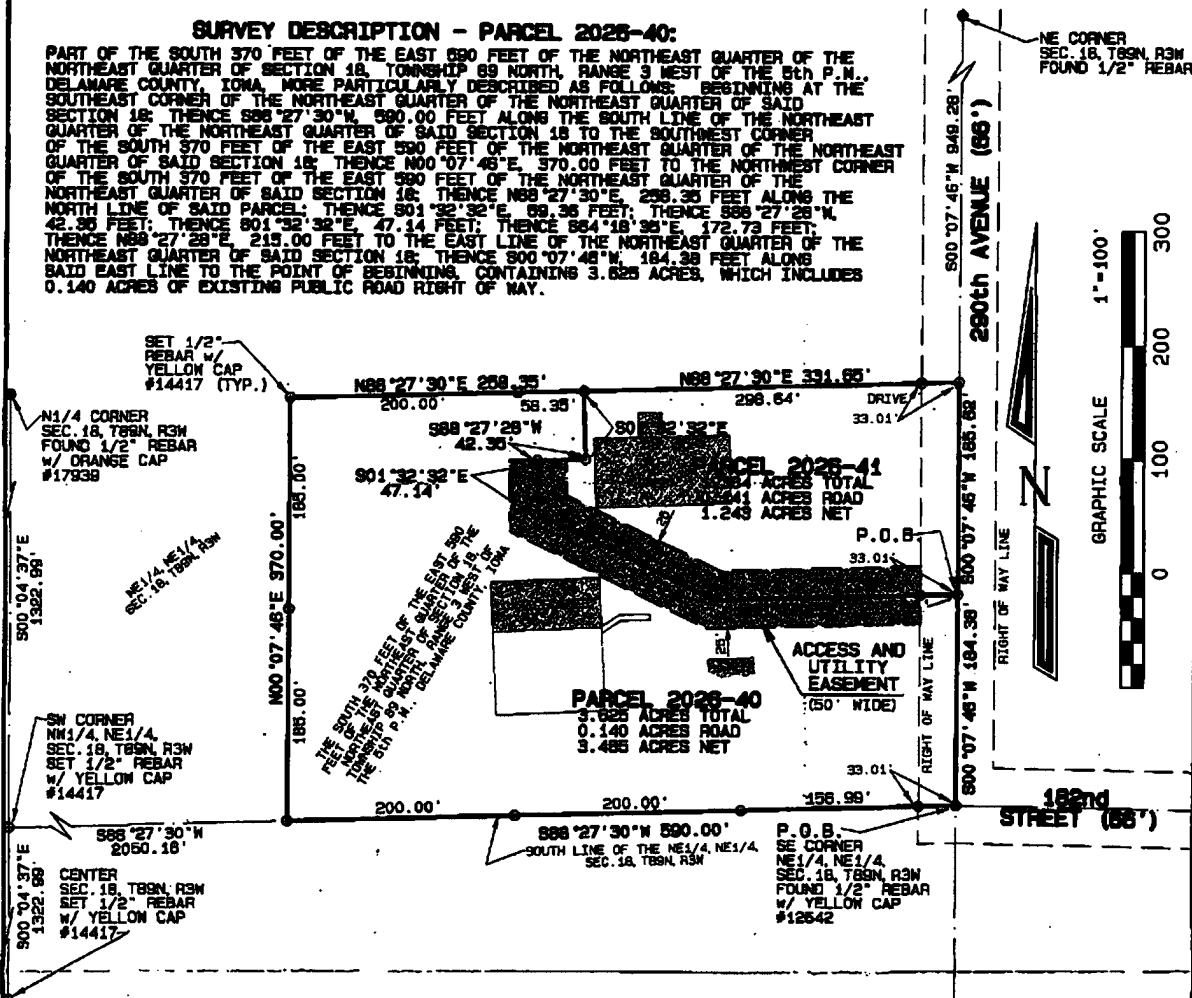
EXHIBIT A

PLAT OF SURVEY

PARCEL 2026-40 AND PARCEL 2026-41 IN THE SOUTH 370 FEET OF THE EAST 590 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 89 NORTH, RANGE 3 WEST OF THE 5th P.M., DELAWARE COUNTY, IOWA

SURVEY DESCRIPTION - PARCEL 2026-40:

PART OF THE SOUTH 370 FEET OF THE EAST 590 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 89 NORTH, RANGE 3 WEST OF THE 5th P.M., DELAWARE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE S88°27'30"W, 590.00 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18 TO THE SOUTHWEST CORNER OF THE SOUTH 370 FEET OF THE EAST 590 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE N00°07'46"E, 570.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH 370 FEET OF THE EAST 590 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE N88°27'30"E, 258.35 FEET ALONG THE NORTH LINE OF SAID PARCEL; THENCE S01°32'32"E, 59.36 FEET; THENCE S88°27'28"W, 42.30 FEET; THENCE S01°32'32"E, 47.14 FEET; THENCE S84°18'30"E, 172.73 FEET; THENCE N88°27'28"E, 215.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE S00°07'46"W, 184.38 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 3.625 ACRES, WHICH INCLUDES 0.140 ACRES OF EXISTING PUBLIC ROAD RIGHT OF WAY.



SURVEY DESCRIPTION - PARCEL 2026-41:

PART OF THE SOUTH 370 FEET OF THE EAST 590 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 89 NORTH, RANGE 3 WEST OF THE 5th P.M., DELAWARE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE N00°07'46"E, 184.38 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18 TO THE POINT OF BEGINNING; THENCE S88°27'28"W, 215.00 FEET; THENCE N84°18'30"W, 172.73 FEET; THENCE N01°32'32"W, 47.14 FEET; THENCE N88°27'28"E, 42.30 FEET; THENCE N01°32'32"W, 59.36 FEET TO THE NORTH LINE OF THE SOUTH 370 FEET OF THE EAST 590 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE N88°27'30"E, 331.65 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE S00°07'46"W, 180.62 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18 TO THE POINT OF BEGINNING, CONTAINING 1.384 ACRES, WHICH INCLUDES 0.141 ACRES OF EXISTING PUBLIC ROAD RIGHT OF WAY.

TOTAL AREA
 5.009 ACRES TOTAL
 0.281 ACRES ROAD
 4.728 ACRES NET



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

David P. Schneider P.L.S. #14417 Date: 4/29/2026
 My license renewal date is December 31, 2027.
 Pages or sheets covered by this seal: THIS SHEET ONLY

SCHNEIDER
 Land Surveying
 &
 Planning, Inc.
 P.O. Box 128
 Farley, Iowa 52046
 PH: 563-744-3631
 daves@yousq.net

Project: 3090
 Survey Date: 4/20/2026
 Sheet: 1 of 1